

Presentment Date: June 20, 2023 at 12:00 p.m. (Prevailing Eastern Time)
Objection Deadline: June 20, 2023 at 11:00 a.m. (Prevailing Eastern Time)

TOGUT, SEGAL & SEGAL LLP

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Proposed Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

VICE GROUP HOLDING INC., et al.,

Debtors.¹

Chapter 11

Case No. 23-10738 (JPM)

Jointly Administered

**NOTICE OF PRESENTMENT OF DEBTORS' APPLICATION FOR ENTRY OF AN
ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF TOGUT,
SEGAL & SEGAL LLP AS LEAD COUNSEL TO THE DEBTORS AND DEBTORS
IN POSSESSION, NUNC PRO TUNC TO THE PETITION DATE**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's tax identification number, are: Vice Group Holding Inc. (4250); Vice Impact Inc. (9603); Vice Media LLC (5144); Villain LLC (3050); Boy Who Cried Author LLC (6199); Carrot Operations LLC (1596); Carrot Creative LLC (8652); Channel 271 Productions LLC (1637); Clifford Benski, Inc. (9387); Dana Made LLC (1065); Inverness Collective LLC (6542); JT Leroy Holding LLC (7555); PLDM Films LLC (5217); Project Change LLC (2758); R29 Pride, LLC (7011); R29 Productions, LLC (6344); Refinery 29 Inc. (7749); Valvi LLC (6110); Vice Content Development, LLC (5165); Vice Distribution LLC (5515); Vice Europe Holding Limited (N/A); Vice Europe Pulse Holding Limited (N/A); Vice Food LLC (1693); Vice Holding Inc. (2658); Vice International Holding, Inc. (5669); Vice Music Publishing LLC (3022); Vice Payroll LLC (6626); Vice Productions LLC (5399); Vice Project Services LLC (6473); Virtue Worldwide, LLC (7212); Visur LLC (9336); and VTV Productions LLC (6854). The location of the Debtors' service address for purposes of these chapter 11 cases is: 49 South 2nd Street, Brooklyn, NY 11249.

PLEASE TAKE NOTICE that Vice Group Holding Inc. and its debtor affiliates as debtors and debtors-in-possession (collectively, the “Debtors”) in the above-captioned jointly administered chapter 11 bankruptcy cases (the “Chapter 11 Cases”) hereby files the *Debtors’ Application for an Order Authorizing the Employment and Retention of Togut, Segal & Segal LLP as Lead Counsel to the Debtors and Debtors in Possession, Nunc Pro Tunc to the Petition Date* (the “Application”).²

PLEASE TAKE FURTHER NOTICE that the Debtors hereby submit a proposed order, substantially in the form annexed to the Application as **Exhibit A** (the “Proposed Order”) Authorizing the Employment and Retention of Togut, Segal & Segal LLP, as Lead Counsel to the Debtors *Nunc Pro Tunc* to the Petition Date.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Proposed Order or the relief requested therein must be made in writing, filed with the Bankruptcy Court, One Bowling Green, New York, NY 10004-1408, and served so as to be received by the following parties no later than **June 20, 2023, at 11:00 a.m.**

(Prevailing Eastern Time) (the “Objection Deadline”):

(i) the Honorable James P. Mastando III, United States Bankruptcy Judge for the Southern District of New York, United States Bankruptcy Court for the Southern District of New York One Bowling Green, Courtroom 501, New York, NY 10004-1408;

(ii) proposed counsel for the Debtors, Togut, Segal & Segal LLP, One Penn Plaza, Suite 3335, New York, NY 10119, Attn: Albert Togut, Esq. (altogut@teamtogut.com) and Kyle J. Ortiz, Esq. (kortiz@teamtogut.com); and

(iii) proposed special counsel for the Debtors, Shearman & Sterling LLP, 599 Lexington Avenue, New York, NY 10022, Attn.: Fredric Sosnick, Esq. (FSosnick@Shearman.com) and Shearman & Sterling LLP, 2601 Olive Street, 17th Floor, Dallas, TX 75201, Attn.: Ian E. Roberts, Esq. (Ian.Roberts@Shearman.com); and

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

(iv) the Office of the United States Trustee for Region 2, U.S. Federal Office Building, One Bowling Green, Suite 534, New York, NY 10004, Attn: Andrea B. Schwartz, Esq. (Andrea.B.Schwartz@usdoj.gov) and Annie Wells, Esq. (Annie.Wells@usdoj.gov); and

(v) proposed counsel to the UCC, Pachulski, Stang, Ziehl & Jones LLP, 780 Third Avenue, 34th Floor, New York, New York 10017 (Attn: Bradford J. Sandler).

PLEASE TAKE FURTHER NOTICE that if no objections are timely filed and served with respect to the Proposed Order by the Objection Deadline, the Debtors shall, on or after **June 20, 2023, at 11:00 a.m. (Prevailing Eastern Time)** (the “Presentment Date”), submit to the Court the Proposed Order, which the Court may enter without further notice or opportunity to be heard.

PLEASE TAKE FURTHER NOTICE that a copy of the Proposed Order and the Application along with its underlying exhibits thereto can be viewed and/or obtained by: (i) accessing the Court’s website a www.nysb.uscourts.gov, (ii) on the website of the Debtors’ claims and noticing agent, Stretto, Inc., at: <https://cases.stretto.com/vice>, or (iii) by contacting the Office of the Clerk of the United States Bankruptcy Court, Southern District of New York. Please note that a PACER password is required to access documents on the Bankruptcy Court’s Website.

[Concluded on the following page]

Dated: New York, New York
May 30, 2023

VICE GROUP HOLDING INC., *et al.*
Debtors and Debtors-in-Possession
By their Proposed Counsel
TOGUT, SEGAL & SEGAL LLP
By:

/s/Albert Togut
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*Proposed Counsel to the Debtors and Debtors
in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

VICE GROUP HOLDING INC., et al.,

Debtors.¹

Chapter 11

Case No. 23-10738 (JPM)

Jointly Administered

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE EMPLOYMENT AND RETENTION OF
TOGUT, SEGAL & SEGAL LLP AS LEAD COUNSEL TO THE DEBTORS
AND DEBTORS IN POSSESSION, NUNC PRO TUNC TO THE PETITION DATE**

Vice Group Holding Inc. and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), hereby make this application (the "Application"), for entry of

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's tax identification number, are: Vice Group Holding Inc. (4250); Vice Impact Inc. (9603); Vice Media LLC (5144); Villain LLC (3050); Boy Who Cried Author LLC (6199); Carrot Operations LLC (1596); Carrot Creative LLC (8652); Channel 271 Productions LLC (1637); Clifford Benski, Inc. (9387); Dana Made LLC (1065); Inverness Collective LLC (6542); JT Leroy Holding LLC (7555); PLDM Films LLC (5217); Project Change LLC (2758); R29 Pride, LLC (7011); R29 Productions, LLC (6344); Refinery 29 Inc. (7749); Valvi LLC (6110); Vice Content Development, LLC (5165); Vice Distribution LLC (5515); Vice Europe Holding Limited (N/A); Vice Europe Pulse Holding Limited (N/A); Vice Food LLC (1693); Vice Holding Inc. (2658); Vice International Holding, Inc. (5669); Vice Music Publishing LLC (3022); Vice Payroll LLC (6626); Vice Productions LLC (5399); Vice Project Services LLC (6473); Virtue Worldwide, LLC (7212); Visur LLC (9336); and VTV Productions LLC (6854). The location of the Debtors' service address for purposes of these chapter 11 cases is: 49 South 2nd Street, Brooklyn, NY 11249.

an order substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), pursuant to sections 327(a) and 328 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York (the “Local Bankruptcy Rules”), authorizing the employment and retention of Togut, Segal & Segal LLP (the “Togut Firm”) as lead counsel for the Debtors effective as of May 16, 2023 (the “Petition Date”), in accordance with the terms and conditions set forth in the engagement letter, dated May 10, 2023 between the Togut Firm and the Debtors, a copy of which is attached to the Togut Declaration (as defined below) as **Exhibit 1** (the “Engagement Letter”).

In support of the Application, the Debtors rely upon and incorporate by reference: (i) the Declaration of Albert Togut (the “Togut Declaration”), the founder and senior member of the Togut Firm, a copy of which is attached hereto as **Exhibit B**; (ii) the Declaration of Maria Krasnikow Harris in support of this Application (the “Harris Declaration”), a copy of which is attached hereto as **Exhibit C**; and the *Declaration of Frank A. Pometti in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [Docket No. 3] (the “First Day Declaration”), filed with the Court on the Petition Date. In further support of the Application, the Debtors, by and through their undersigned counsel, respectfully represent:

RELIEF REQUESTED

1. The Debtors request entry of the Proposed Order attached hereto as **Exhibit A**, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1, authorizing the Debtors to employ and retain the Togut Firm as the Debtors’ lead bankruptcy counsel in

these Chapter 11 Cases, effective as of the Petition Date. The Debtors have also filed an application to retain Shearman & Sterling LLP ("S&S") as their special counsel pursuant to section 327(e) of the Bankruptcy Code. S&S will have the primary responsibility for advising and representing the Debtors with respect to the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Superpriority Claims, (III) Modifying the Automatic Stay, (IV) Granting Adequate Protection to Prepetition Secured Parties, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket 13] (the "DIP Motion") and the *Debtors' Motion for Entry of an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Authorizing and Approving the Debtors' Entry into the Stalking Horse Agreement, (III) Approving the Sale of Substantially all of the Debtors' Assets and (IV) Granting Related Relief* [Docket No. 16] (the "Sale Motion").

2. The Debtors, the Togut Firm, and S&S are mindful of the need to avoid duplication of services, and appropriate procedures will be implemented to ensure that there is no unnecessary duplication of effort. At the same time, since S&S negotiated and documented both the Sale Motion and the DIP Motion before the Togut Firm was engaged by the Debtors, it makes sense, both economically and strategically, for S&S to continue to take the lead for the Debtors on those motions.

JURISDICTION AND VENUE

3. The United States Bankruptcy Court for the Southern District of New York (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012 (Preska, C.J.) (the "Amended Standing Order"). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and

1409. The bases for relief are Bankruptcy Code sections 327(a) and 328, Bankruptcy Rules 2014 and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1.

4. This Application is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent to the Court's entry of a final order in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

BACKGROUND

5. On May 15, 2023 (the "Petition Date"), certain of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with this Court. On May 17, 2022, the Court entered an order authorizing the joint administration and procedural consolidation of the Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b) [Docket No. 42].

6. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases, and no official committees have been appointed or designated.

7. On May 23, 2023, the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee") appointed an Official Committee of Unsecured Creditors (the "UCC") in the Chapter 11 Cases.

8. From their humble beginnings as a niche magazine, the Debtors and their non-Debtor affiliates (collectively, "VICE") have grown into a global media company that focuses on content centered around news and culture, serving a largely global youth audience. Today, *VICE* is a global, multiplatform media company that has a powerful brand, diversified financial profile, premium content, and rich engagement

with its youth-targeted audience. With production hubs around the world, *VICE* creates thousands of pieces of content a week globally, including editorial, digital and social video, experiential events, commercials, music videos, scripted and unscripted television, feature documentaries, and movies. Additional facts relating to the Debtors' businesses and capital structure, and the commencement of these Chapter 11 Cases, are set forth in First Day Declaration, filed on the Petition Date and incorporated herein by reference.²

BASIS FOR RELIEF

9. The members of the Togut Firm, as well as counsel to and associates of the Togut Firm, who will be employed in these Chapter 11 Cases, are members in good standing of the Bar of the State of New York and the United States District Court for the Southern District of New York.

10. The Debtors have selected the Togut Firm because the firm's practice is highly specialized and is limited, almost exclusively, to matters pending in the Bankruptcy Courts. The Togut Firm's experience in representing debtors is of particular relevance.

11. For more than 40 years, the Togut Firm has actively been involved in numerous major bankruptcy cases, and has represented debtors, official committees, estate fiduciaries, creditors, and other parties in interest in many cases in this Court as lead counsel, or conflicts counsel, including, without limitation: *In re Endo International plc*, Case No. 22-22549 (JLG); *In re Pareteum Corporation, et al.*, Case No. 22-10615 (LGB); *In re JPA No. 111 Co., Ltd. & JPA No. 49 Co., Ltd.*, Case No. 21-12075 (DSJ); *In re LTL*

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the First Day Declaration.

Management LLC, Case No. 21-30589; *In re Zuca Properties LLC*, Case No. 21-10982 (MG); *In re Greensill Capital Inc.*, Case No. 21-10561 (MEW); *In re 96 Wythe Acquisition LLC*, Case No. 21-22108 (SHL); *In re LATAM Airlines Group S.A.*, Case No. 20-11254 (JLG); *In re The McClatchy Co.*, Case No. 20-10418 (MEW); *In re Aurora Commercial Corp.*, Case No. 19-10843 (SCC); *In re Trident Holding Co., LLC*, Case No. 19-10384 (SHL); *In re Synergy Pharmaceuticals Inc.*, Case No. 18-14010 (JLG); *In re Pacific Drilling S.A.*, Case No. 17-13193 (MEW); *In re Westinghouse Elec. Co. LLC*, Case No., 17-10751 (MEW); *In re Toisa Ltd.*, Case No. 17-10184 (SCC); *In re Avaya Inc.*, Case No. 17-10089 (SMB); *In re SunEdison, Inc.*, Case No. 16-10992 (SMB); *In re Aéropostale, Inc.*, Case No. 16-11275 (SHL); *In re Relativity Fashion LLC*, Case No. 15-11989 (MEW); *In re Corp. Res. Services, Inc.*, Case No. 15-12329 (MG); *In re Dewey & LeBoeuf, LLP*, Case No. 12-12321 (MG); *In re AMR Corp.*, Case No. 11-15463 (SHL); *In re Eastman Kodak Co.*, Case No. 12-10202 (ALG); *In re Grubb & Ellis Co.*, Case No. 12-10685 (MG); *In re The Great Atlantic & Pacific Tea Co., Inc. (A&P)*, Case No. 10-24549 (RDD); *In re Loehmann's Holdings, Inc.*, Case No. 10-16077 (REG); *In re GSC Grp., Inc.*, Case No. 10-14653 (AJG); *In re AbitibiBowater Inc.*, Case No. 09-11296 (KJC); *In re Neff Corp.*, Case No. 10-12610 (SCC); *In re Motors Liquidation Co., f/k/a General Motors Corp.*, Case No. 09-50026 (REG); *In re Charter Commc'ns, Inc.*, Case No. 09-11435 (JMP); *In re Frontier Airlines Holdings, Inc.*, Case No. 08-11298 (RDD); *In re Old Carco LLC (f/k/a Chrysler LLC)*, Case No. 09-50002 (AJG); *In re Tronox Inc.*, Case No. 09-10156 (ALG); *In re Cabrini Med. Ctr.*, Case No. 09-14398 (ALG); *In re FFJS (f/k/a Fortunoff Fine Jewelry and Silverware, LLC)*, Case No. 08-10353 (JMP); *In re DJK Residential LLC*, Case No. 08-10375 (JMP); *In re Our Lady of Mercy Med. Ctr.*, Case No. 07-10609 (REG); *In re Dura Automotive Sys., Inc.*, Case No. 06-11202 (KJC); *In re Satélites Mexicanos S.A. de C.V.*, Case No. 06-11868 (RDD); *In re St. Vincent's Catholic Med. Ctrs. of New York*, Case No. 05-14945 (CGM); *In re Delphi Corp.*, Case No. 05-44481

(RDD); *In re Tower Automotive, Inc.*, Case No. 05-10578 (ALG); *In re Enron Corp.*, Case No. 01-16034 (ALG); *In re Ames Dept. Stores*, Case No. 01-42217 (REG); *In re Loews Cineplex Enter. Corp.*, Case No. 01-40346 (ALG); and *In re Rockefeller Ctr. Props.*, Case No. 95-420789 (PCB).

12. As set forth in the Togut Declaration, the Togut Firm is willing to act as lead restructuring counsel to the Debtors in these Chapter 11 Cases, and to render the necessary professional services described herein.

SERVICES TO BE RENDERED

13. The Togut Firm will handle the lead restructuring counsel work, while S&S, as special counsel, will be taking the lead on the DIP Motion and the Sale Motion. This results in lowering overall costs to the Debtors' estates. Rather than duplicate the Togut Firm's work as lead counsel, S&S will do its own work. There is a direct benefit to the estates from this approach. Not only will the Togut Firm's costs not be duplicative, but they will also reduce total fees due to the Togut Firm's lower billing rates.

14. The Togut Firm will provide legal counsel to the Debtors in connection with, among other things:

- advising the Debtors regarding their powers and duties as debtors in possession for the tasks assigned;
- assisting the Debtors in obtaining interim and final relief in respect to various first-day motions, including but not limited to, (i) joint administration, (ii) wages and employment policies, (iii) insurance, (iv) taxes, (v) cash management, (vi) critical vendors, (vii) insurance, and (viii) taxes, among other things
- assisting the Debtors with obtaining Bankruptcy Court approval for the retention of select estate professionals and ordinary course professionals as may be needed in these Chapter 11 Cases;
- assisting the Debtors' professionals with preparing monthly fee

statements and interim fee applications;

- assisting the Debtors with preparing their monthly operating reports;
- assisting the Debtors with preparing their schedules of assets and liabilities and statements of financial affairs;
- reviewing, objecting to, and settling claims and handling related matters, including contested matters seeking the setoff, allowance, and/or settlement of (a) priority or secured claims and (b) general unsecured claims;
- counseling the Debtors in connection with reclamation demands and issues;
- effectuating the assumption and rejection of executory contracts and unexpired leases;
- assisting the Debtors in connection with utility matters, including, but not limited to, demands by utility providers pursuant to section 366 of the Bankruptcy Code;
- analyzing transfers made by the Debtors in the 90-day period prior to the commencement of the Chapter 11 Cases for an assessment of potential avoidance claims under chapter 5 of the Bankruptcy Code;
- assisting the Debtors with certain vendor issues;
- preparing and filing on the Debtors' behalf motions, applications, answers, proposed orders, reports, and papers necessary for the assigned matters;
- attending meetings and negotiating with representatives of creditors and other parties in interest;
- appearing before this Court and any appellate courts to protect the interests of the Debtors' estates in connection with the assigned matters;
- responding to inquiries and calls from creditors and counsel to interested parties regarding pending assigned matters; and
- performing other necessary legal services for assigned matters, or any other discrete matters assigned to the Togut Firm, and

providing other necessary legal advice to the Debtors in connection with these Chapter 11 Cases.

THE TOGUT FIRM'S DISINTERESTEDNESS

15. To the best of the Debtors' knowledge, the Togut Firm does not represent or hold any interest adverse to the Debtors or their estates with respect to the matters on which the firm is to be employed, except as set forth in the Togut Declaration. Further, to the best of the Debtors' knowledge and based on the Togut Declaration, the Togut Firm does not have any connection with any creditors or other parties in interest, or their respective attorneys or accountants, or the U.S. Trustee or any of its employees, except as set forth in the Togut Declaration.

16. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to Court approval:

Except as otherwise provided in this section, the trustee, with the Court's approval, may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title.

11 U.S.C. § 327(a).

17. Except as set forth in the Togut Declaration, the Togut Firm has represented to the Debtors that it has not represented and will not represent any parties other than the Debtors in this case or in connection with any matters that would be adverse to the Debtors arising from, or related to, the Chapter 11 Cases.

18. For the reasons stated herein, the Debtors seek to employ and retain the Togut Firm as counsel pursuant to section 327(a) of the Bankruptcy Code. As discussed herein, the Debtors believe that the retention of the Togut Firm as counsel is necessary

and in the best interests of the Debtors' estates, and that the Togut Firm neither holds nor represents interests adverse to the Debtors or their estates.

PROFESSIONAL COMPENSATION

19. During these Chapter 11 Cases, the Togut Firm will file applications for allowance of compensation and reimbursement of actual and necessary expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any orders of this Court, and, to the extent required by the foregoing, Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases (the "Appendix B Guidelines"), for all services performed and expenses incurred as attorneys for the Debtors.

20. The Debtors and the Togut Firm have agreed that the Togut Firm will be paid its customary hourly rates for services rendered that are in effect from time to time, as set forth in the Togut Declaration and the Engagement Letter, and that it will be reimbursed according to the Togut Firm's customary reimbursement policies.

21. As set forth in the Togut Declaration and the Engagement Letter, on May 10, 2023, the Togut Firm was paid a retainer in the amount of \$300,000 on behalf of the Debtors (the "Retainer"). The Retainer is a security retainer. The Retainer was not drawn as of the Petition Date. The Retainer will first be applied to the Togut Firm's pre-petition fees and expenses and thereafter to post-petition fees and expenses pursuant to the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the orders of this Court. Any remaining balance from the Retainer at the conclusion of its services will be returned to the Debtors by the Togut Firm.

22. Pursuant to section 330(a)(1) of the Bankruptcy Code, the Court may award reasonable compensation for actual and necessary expenses and services

rendered in conjunction with these Chapter 11 Cases. The Togut Firm's current hourly rates and reimbursement policies are what the general marketplace for legal services pays the Togut Firm in other matters every day and are reasonable. The Togut Firm's current rates for paralegals and law clerks is \$195 to \$410 per hour, associates are \$320 to \$830 per hour, counsel are \$850 to \$990 per hour, and \$915 to \$1,300 per hour for partners. The Togut Firm will also seek reimbursement for actual, necessary expenses pursuant to section 330(a)(1)(B) of the Bankruptcy Code.

NUNC PRO TUNC RETENTION

23. The Debtors submit that employment of the Togut Firm effective as of the Petition Date is warranted under the circumstances of these Chapter 11 Cases, so that the Togut Firm may be compensated for its services since the Petition Date and until to entry of an order approving the Togut Firm's retention. Upon the filing of these Chapter 11 Cases, it was necessary for the Togut Firm to assist the Debtors in, among other things, obtaining immediate "First Day" relief. The Debtors filed several "First Day" motions seeking interim and final relief with respect to (i) joint administration, (ii) wages and employment policies, (iii) insurance, (iv) taxes, (v) cash management, (vi) critical vendors, (vii) insurance, and (viii) taxes, among other things. Thus, retention effective as of the Petition Date is appropriate here.

24. Further, the Debtors respectfully submit that no party in interest will be prejudiced by the granting of the relief effective as of the Petition Date employment because the Togut Firm has provided, and will continue to provide, valuable services to the Debtors' estates in the interim period. Courts in this jurisdiction routinely approve employment effective as of the Petition Date similar to that requested herein. *See, e.g., In re Pareteum Corp.*, Case No. 22-10615 (LGB); *In re JPA No. 111 Co., Ltd. and JPA No. 49 Co., Ltd.*, Case No. 21-12075 (DSJ); *In re Greensill Capital Inc.*, Case No. 21-10561 (MEW);

In re Rubie's Costume Company, Inc., et al., Case Nos. 20-71970 thru 20-71975 (AST); *In re LATAM Airlines Group S.A.*, Case No. 20-11252 (JLG) (Bankr. S.D.N.Y. June 30, 2020); *In re The McClatchy Co.*, Case No. 20-10418 (Bankr. S.D.N.Y. Mar. 27, 2020); *In re Aurora Commercial Corp.*, Case No. 19-10843 (SCC) (Bankr. S.D.N.Y. May 9, 2019); *In re Trident Holding Co., LLC*, Case No. 19-10384 (SHL) (Bankr. S.D.N.Y. Mar. 8, 2019); *In re Pacific Drilling S.A.*, Case No. 17-13193 (MEW) (Bankr. S.D.N.Y. Dec. 15, 2017); *In re Westinghouse Elec. Co. LLC*, Case No. 17-10751 (MEW) (Bankr. S.D.N.Y. May 24, 2017); *In re SunEdison, Inc.*, Case No. 16-10992 (SMB) (Bankr. S.D.N.Y. June 8, 2016); *In re Relativity Fashion, LLC*, Case No. 15-11989 (MEW) (Bankr. S.D.N.Y. Sept. 17, 2015); *In re NII Holdings, Inc.*, Case No. 14-12611 (SCC) (Bankr. S.D.N.Y. Nov. 14, 2014); *In re AMR Corp.*, Case No. 11-15463 (SHL) (Bankr. S.D.N.Y. Mar. 7, 2012); *In re Old Carco LLC (f/k/a Chrysler LLC)*, Case No. 09-50002 (AJG) (Bankr. S.D.N.Y. May 20, 2009).

25. Based on the foregoing, the Debtors respectfully submit that they have satisfied the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules to support entry of an order authorizing the Debtors to retain and employ the Togut Firm on the terms described herein, *nunc pro tunc* to the Petition Date, and on the terms and conditions set forth in this Application and the Engagement Letter, which are in the best interests of the Debtors.

STATEMENT REGARDING U.S. TRUSTEE GUIDELINES

26. The Togut Firm shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these Chapter 11 Cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, and any other application procedures and orders of the Court. The Debtors and the Togut Firm also intend to make reasonable efforts to comply with the U.S. Trustee's requests for information and

additional disclosures as set forth in the Appendix B Guidelines, both in connection with this Application and the interim and final fee applications to be filed by the Togut Firm in the course of its engagement.

27. The applicant statement referenced in Part D.1 of the Appendix B Guidelines is addressed in the Togut Declaration, annexed hereto as **Exhibit B** in support of this Application. The verified client statement referenced in Part D.2 of the Appendix B Guidelines is addressed in the Harris Declaration, annexed hereto as **Exhibit C** in support of this Application.

28. It is the Debtors' and the Togut Firm's intention to work cooperatively with the U.S. Trustee to address the concerns that prompted the Executive Office for United States Trustees to adopt the Appendix B Guidelines.

NOTICE

29. Notice of this Application will be provided to: (i) the Office of the United States Trustee for Region 2, U.S. Federal Office Building, One Bowling Green, Suite 534, New York, NY 10004 (Attn: Andrea B. Schwartz); (ii) Pachulski, Stang, Ziehl & Jones LLP, 780 Third Avenue, 34th Floor, New York, New York 10017 (Attn: Bradford J. Sandler), proposed counsel for the UCC; (iii) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166 (Attn: David M. Feldman, Michael S. Neumeister, and Tommy Scheffer), counsel to the DIP/First Lien Group; (iv) Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, NY 10019 (Attn: Scott K. Charles and Neil M. Snyder), counsel to TPG Virat Holdings 1, L.P., and Sixth Street Virat Holdings 3, LLC; (v) Shipman & Goodwin LLP (Attn: Marie C. Pollio), counsel to Wilmington Trust, National Association; (vi) the Internal Revenue Service; (vii) the Office of the United States Attorney for the Southern District of New York; (viii) the offices of the attorneys general in the states in which the Debtors operate; and (ix) any party that has requested

notice pursuant to Bankruptcy Rule 2002 (collectively, the “Notice Parties”). The Debtors respectfully submit that, in light of the nature of the relief requested, no other or further notice need be given.

30. The Application and supporting declarations have been reviewed by counsel for the U.S. Trustee who has no objection to entry of the Proposed Order.

NO PRIOR REQUEST

31. No previous request for the relief sought herein has been made to this Court or any other court.

[Concluded on the Following Page]

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested in the Application and such other and further relief as may be just and proper.

Dated: May 30, 2023
New York, New York

Respectfully submitted,

VICE GROUP HOLDING INC., *et al.*
Debtors and Debtors in Possession
By Their Proposed Counsel
TOGUT, SEGAL & SEGAL LLP,
By:

/s/Albert Togut
ALBERT TOGUT
KYLE J. ORTIZ
BRIAN F. MOORE
One Penn Plaza, Suite 3335
New York, New York 10119
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altogut@teamtogut.com
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Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

VICE GROUP HOLDING INC., et al.,

Debtors.¹

Chapter 11

Case No. 23-10738 (JPM)

Jointly Administered

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF
TOGUT, SEGAL & SEGAL LLP AS LEAD COUNSEL TO THE DEBTORS
AND DEBTORS IN POSSESSION, *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the application (the “Application”)² of the Debtors for an Order pursuant to sections 327(a) and 328 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1 authorizing the employment and retention of the Togut Firm as lead counsel to the Debtors, *nunc pro tunc* to the Petition Date pursuant to the terms set forth in the Application, as modified herein; and the Court having reviewed the Togut Declaration, the First Day Declaration, and the Harris Declaration; and the Court being satisfied with the representations made in the Ortiz Declaration and the Harris Declaration that the Togut Firm represents no interest adverse to the estates, that it is a “disinterested person” as that term is defined under

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s tax identification number, are: Vice Group Holding Inc. (4250); Vice Impact Inc. (9603); Vice Media LLC (5144); Villain LLC (3050); Boy Who Cried Author LLC (6199); Carrot Operations LLC (1596); Carrot Creative LLC (8652); Channel 271 Productions LLC (1637); Clifford Benski, Inc. (9387); Dana Made LLC (1065); Inverness Collective LLC (6542); JT Leroy Holding LLC (7555); PLDM Films LLC (5217); Project Change LLC (2758); R29 Pride, LLC (7011); R29 Productions, LLC (6344); Refinery 29 Inc. (7749); Valvi LLC (6110); Vice Content Development, LLC (5165); Vice Distribution LLC (5515); Vice Europe Holding Limited (N/A); Vice Europe Pulse Holding Limited (N/A); Vice Food LLC (1693); Vice Holding Inc. (2658); Vice International Holding, Inc. (5669); Vice Music Publishing LLC (3022); Vice Payroll LLC (6626); Vice Productions LLC (5399); Vice Project Services LLC (6473); Virtue Worldwide, LLC (7212); Visur LLC (9336); and VTV Productions LLC (6854). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 49 South 2nd Street, Brooklyn, NY 11249.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

section 101(14) of the Bankruptcy Code, and that its employment is necessary and due and sufficient notice of the Application has been given under the particular circumstances; and it appearing that no other or further notice need be provided; and it appearing that the relief requested by the Application is in the best interests of the Debtors, their estates, their creditors, their stakeholders, and other parties in interest; and after due deliberation, and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Application is GRANTED to the extent set forth herein.

2. Pursuant to sections 327(a) and 328 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1, the Debtors, as debtors and debtors in possession, are authorized to employ and retain the Togut Firm, *nunc pro tunc* to the Petition Date, to serve as the Debtors' lead restructuring counsel in these Chapter 11 Cases.

3. In connection with its role as lead restructuring counsel, the following tasks have been identified for the Togut Firm to handle (the "Services"):

- advising the Debtors regarding their powers and duties as debtors in possession for the tasks assigned;
- assisting the Debtors in obtaining interim and final relief in respect to various first-day motions, including, but not limited to, (i) joint administration; (ii) wages and employment policies; (iii) insurance; (iv) taxes; and (v) payment to foreign vendors;
- assisting the Debtors with obtaining Bankruptcy Court approval for the retention of select estate professionals and ordinary course professionals as may be needed in these Chapter 11 Cases;
- assisting the Debtors' professionals with preparing monthly fee statements and interim fee applications;
- assisting the Debtors with preparing their monthly operating reports;

- assisting the Debtors with preparing their schedules of assets and liabilities and statements of financial affairs;
- reviewing, objecting to, and settling claims and handling related matters, including contested matters seeking the setoff, allowance, and /or settlement of (a) priority or secured claims and (b) general unsecured claims;
- counseling the Debtors in connection with reclamation demands and issues;
- effectuating the assumption and rejection of executory contracts and unexpired leases;
- assisting the Debtors in connection with utility matters, including, but not limited to, demands by utility providers pursuant to section 366 of the Bankruptcy Code;
- analyzing transfers made by the Debtors in the 90-day period prior to the commencement of the Chapter 11 Cases for an assessment of potential avoidance claims under chapter 5 of the Bankruptcy Code;
- assisting the Debtors with certain vendor issues;
- preparing and filing on the Debtors' behalf motions, applications, answers, proposed orders, reports, and papers necessary for the assigned matters;
- attending meetings and negotiating with representatives of creditors and other parties in interest;
- appearing before this Court and any appellate courts to protect the interests of the Debtors' estates in connection with the assigned matters;
- responding to inquiries and calls from creditors and counsel to interested parties regarding pending assigned matters; and
- performing other necessary legal services for assigned matters, or any other discrete matters assigned to the Togut Firm, and providing other necessary legal advice to the Debtors in connection with these Chapter 11 Cases.

4. The Togut Firm shall use its best efforts to avoid duplication of services provided by any of the Debtors other retained professionals in these Chapter 11 Cases, including Shearman & Sterling LLP, the Debtors' proposed special counsel.

5. The Togut Firm shall be compensated at its customary hourly rates and in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, applicable Bankruptcy Rules, the Local Bankruptcy Rules, and such other procedures as may be fixed by order of this Court governing professional compensation and reimbursement for services rendered and charges and disbursements incurred.

6. The Togut Firm shall apply any remaining amounts of its prepetition Retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to the first Order of the Court awarding fees and expenses to the Togut Firm.

7. The Togut Firm shall file fee applications for interim and final allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, any applicable Bankruptcy Rules, Local Bankruptcy Rules, any orders of this Court, and any procedures as may be fixed by order of this Court.

8. Prior to any increases in the Togut Firm's rates, the Togut Firm shall file a supplemental affidavit with the Court and provide ten (10) business days' notice to the Debtors, counsel to the U.S. Trustee, and counsel to the administrative agents under the Debtor's DIP facility, which supplemental affidavit shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to the rate increase. The U.S. Trustee retains all rights to object to any rate increase on all grounds including,

but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code, and all rates and rates increases are subject to review by the Court.

9. Notwithstanding anything in the Application or the Engagement Letter to the contrary, the Togut Firm will not bill for secretarial overtime or word processing services.

10. Notwithstanding anything in the Application or Engagement Letter to the contrary, the Togut Firm shall (i) to the extent that the Togut Firm uses the services of independent contractors, subcontractors, or employees of foreign affiliates or subsidiaries (collectively, the “Contractors”) in these Chapter 11 Cases, the Togut Firm shall pass-through the cost of such Contractors to the Debtors at the same rate that the Togut Firm pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflict checks as required for the Togut Firm; and (iv) shall file with the Court such disclosures required by Bankruptcy Rule 2014.

11. In the event of a conflict between the Application and the express terms of this Order, this Order shall govern.

12. The requirements set forth in Local Bankruptcy Rule 9013-1(b) are satisfied by the contents of the Application.

13. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

14. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: New York, New York
May __, 2023

HONORABLE JOHN P. MASTANDO III
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Togut Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

VICE GROUP HOLDING INC., et al.,

Debtors.¹

Chapter 11

Case No. 23-10738 (JPM)

Jointly Administered

**DECLARATION OF ALBERT TOGUT
IN SUPPORT OF DEBTORS' APPLICATION FOR ENTRY OF
AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION
OF TOGUT, SEGAL & SEGAL LLP AS LEAD COUNSEL TO THE DEBTORS
AND DEBTORS IN POSSESSION, *NUNC PRO TUNC* TO THE PETITION DATE**

Albert Togut, being duly sworn, states the following under penalty of perjury:

1. I am an attorney duly admitted to practice before this Court, and the founder and senior member of Togut, Segal & Segal LLP located at One Penn Plaza, Suite 3335, New York, New York 10119. I am a member in good standing of the Bar of New York, and am admitted to practice before this Court.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's tax identification number, are: Vice Group Holding Inc. (4250); Vice Impact Inc. (9603); Vice Media LLC (5144); Villain LLC (3050); Boy Who Cried Author LLC (6199); Carrot Operations LLC (1596); Carrot Creative LLC (8652); Channel 271 Productions LLC (1637); Clifford Benski, Inc. (9387); Dana Made LLC (1065); Inverness Collective LLC (6542); JT Leroy Holding LLC (7555); PLDM Films LLC (5217); Project Change LLC (2758); R29 Pride, LLC (7011); R29 Productions, LLC (6344); Refinery 29 Inc. (7749); Valvi LLC (6110); Vice Content Development, LLC (5165); Vice Distribution LLC (5515); Vice Europe Holding Limited (N/A); Vice Europe Pulse Holding Limited (N/A); Vice Food LLC (1693); Vice Holding Inc. (2658); Vice International Holding, Inc. (5669); Vice Music Publishing LLC (3022); Vice Payroll LLC (6626); Vice Productions LLC (5399); Vice Project Services LLC (6473); Virtue Worldwide, LLC (7212); Visur LLC (9336); and VTV Productions LLC (6854). The location of the Debtors' service address for purposes of these chapter 11 cases is: 49 South 2nd Street, Brooklyn, NY 11249.

2. I am in all respects competent to make this declaration (the “Declaration”) in support of the Application (the “Application”)² to retain the Togut Firm as lead counsel to the Debtors pursuant to sections 327(a) and 328 of the Bankruptcy Code, Bankruptcy Rule 2014(a), Rule 2014-1 of the Local Bankruptcy Rules, and the Appendix B Guidelines. Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein.

QUALIFICATIONS AND DISINTERESTEDNESS

3. The Togut Firm’s practice is highly specialized and is limited, almost exclusively, to matters pending in the bankruptcy courts. The Togut Firm has had considerable experience in matters of this nature, and has served as lead counsel, co-counsel, or as conflicts counsel in many chapter 11 cases including, without limitation: *In re Endo International plc.*, Case No. 22-22549 (JLG); *In re Pareteum Corp.*, Case No. 22-10615 (LGB); *In re JPA No. 111 Co., Ltd. and JPA No. 49 Co., Ltd.*, Case No. 21-12075 (DSJ); *In re Greensill Capital Inc.*, Case No. 21-10561 (MEW); *In re Rubie’s Costume Company, Inc., et al.*, Case Nos. 20-71970 thru 20-71975 (AST); *In re Synergy Pharmaceuticals Inc.*, Case No. 18-14010 (JLG); *In re Pacific Drilling S.A.*, Case No. 17-13193 (MEW); *In re Westinghouse Elec. Co. LLC*, Case No., 17-10751 (MEW); *In re Toisa Ltd.*, Case No. 17-10184 (SCC); *In re Avaya Inc.*, Case No. 17-10089 (SMB); *In re SunEdison, Inc.*, Case No. 16-10992 (SMB); *In re Aéropostale, Inc.*, Case No. 16-11275 (SHL); *In re Relativity Fashion LLC*, Case No. 15-11989 (MEW); *In re FL 6801 Spirits LLC*, Case No. 14-11691 (SCC); *In re Dewey & LeBoeuf, LLP*, Case No. 12-12321 (MG); *In re AMR Corp.*, Case No. 11-15463 (SHL); *In re Eastman Kodak Co.*, Case No. 12-10202 (ALG); *In re Grubb & Ellis Co.*, Case

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

No. 12-10685 (MG); *In re The Great Atlantic & Pacific Tea Co., Inc. (A&P)*, Case No. 10-24549 (RDD); *In re MSR Resort Golf Course, LLC*, Case No. 11-10372 (SHL); *In re Loehmann's Holdings, Inc.*, Case No. 10-16077 (REG); *In re GSC Grp., Inc.*, Case No. 10-14653 (AJG); *In re St. Vincent's Catholic Med. Ctrs. of N.Y.*, Case No. 10-11963 (CGM); *In re AbitibiBowater Inc.*, Case No. 09-11296 (KJC); *In re Neff Corp.*, Case No. 10-12610 (SCC); *In re Motors Liquidation Co. (f/k/a General Motors Corp.)*, Case No. 09-50026 (REG); *In re Charter Commc'ns, Inc.*, Case No. 09-11435 (JMP); *In re Frontier Airlines Holdings, Inc.*, Case No. 08-11298 (RDD); *In re Old Carco LLC (f/k/a Chrysler LLC)*, Case No. 09-50002 (AJG); *In re Tronox Inc.*, Case No. 09-10156 (ALG); *In re Cabrini Med. Ctr.*, Case No. 09-14398 (ALG); *In re FFJS (f/k/a Fortunoff Fine Jewelry and Silverware, LLC)*, Case No. 08-10353 (JMP); *In re DJK Residential LLC*, Case No. 08-10375 (JMP); *In re Our Lady of Mercy Med. Ctr.*, Case No. 07-10609 (REG); *In re Dura Automotive Sys., Inc.*, Case No. 06-11202 (KJC); *In re Satélites Mexicanos S.A. de C.V.*, Case No. 06-11868 (RDD); *In re St. Vincent's Catholic Med. Ctrs. of N.Y.*, Case No. 05-14945 (CGM); *In re Delphi Corp.*, Case No. 05-44481 (RDD); *In re Tower Automotive, Inc.*, Case No. 05-10578 (ALG); *In re Phone Card Liquidation Corp. (f/k/a Orion Telecommunications Corp.)*, Case No. 04-12203 (SMB); *In re Allegiance Telecom, Inc.*, Case No. 03-13057 (RDD); *In re Onsite Access, Inc.*, Case No. 01-12879 (RDD); *In re Enron Corp.*, Case No. 01-16034 (ALG); *In re Ames Dept. Stores*, Case No. 01-42217 (REG); *In re Loews Cineplex Enter. Corp.*, Case No. 01-40346 (ALG); *Daewoo Int'l (Am.) Corp.*, Case No. 00-11050 (BRL); *ContiFinancial Corp.*, Case No. 00-12184 (AJG); *Lois/USA, Inc.*, Case No. 99-45910 (REG); and *In re Rockefeller Ctr. Props.*, Case No. 95-420789 (PCB).

4. The Togut Firm has earned a reputation for efficiency and quality work.

5. The Togut Firm will handle the lead restructuring counsel work, while S&S, as special counsel, will be handling the DIP Motion and the Sale Motion. This results in lowering overall costs to the Debtors' estates. Rather than duplicate the Togut Firm's work as lead counsel, S&S will do its own work. There is a direct benefit to the estates from this approach. Not only will the Togut Firm's costs not be duplicative, but they will also reduce total fees.

6. Our fees are lower than those of other firms typically engaged as lead counsel. Our hourly rates are \$915 to \$1,300 for partners, \$850 to \$990 for counsel, \$320-\$830 for associates, and \$195 to \$410 per hour for paralegals and law clerks.

7. The professionals at the Togut Firm are already well acquainted with the personnel, practices, and procedures of S&S, and are well-positioned to provide any restructuring related necessary legal services.

DISINTERESTEDNESS

8. The Togut Firm has reviewed: the Debtors' chapter 11 petitions, the First Day Declaration, and the list of the names of individual and entities that may be parties in interest in these Chapter 11 Cases (the "Potential Parties in Interest"). A list of the Potential Parties in Interest is attached hereto as **Exhibit 2**.

9. To the best of my knowledge, information, and belief, with respect to the Debtors' Chapter 11 Cases, except as set forth herein, neither I nor any member, attorney, or employee of the Togut Firm has any current connection with:

- the directors and officers of the Debtors;
- the Debtors' lenders and lienholders; or
- the Debtors' 30 largest unsecured creditors (on a consolidated basis).

10. Other than as set forth herein, neither I nor any member, attorney, or employee of the Togut Firm has ever been a member, officer, or employee of the Debtors or had an interest materially adverse to the interests of the Debtors' estates or any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

11. The Togut Firm is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, in that the Togut Firm, its partners, counsel, and associates, except as disclosed herein:

- a. are not creditors, equity holders, or insiders of the Debtors;
- b. are not and were not, within two years before the Petition Date, directors, officers, or employees of the Debtors; and
- c. do not have an interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

12. I am not related, and to the best of my knowledge, no attorney, paraprofessional or support staff member at the Togut Firm is related to any United States Bankruptcy Judge in the District of New York or to the U.S. Trustee or any employee thereof. I am not related, and to the best of my knowledge, no attorney, paraprofessional or support staff member at the Togut Firm is related to any employee of Judge Mastando's Chambers.

13. Moreover, the Togut Firm is not disqualified from acting as the Debtors lead counsel merely because it may represent creditors, equity holders, and/or other parties-in-interest in matters unrelated to these Chapter 11 Cases.

14. The Togut Firm will periodically review its files during the pendency of these Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, the

Togut Firm will use its reasonable efforts to identify any such further developments and will promptly file a supplemental affidavit as required by Bankruptcy Rule 2014(a).

**THE TOGUT FIRM'S CONNECTIONS
WITH PARTIES-IN-INTEREST IN MATTERS
UNRELATED TO THESE CHAPTER 11 CASES**

15. The Togut Firm and certain of its partners, counsel and associates may have represented in the past, and may likely represent in the future, parties-in-interest of the Debtors in connection with matters unrelated to the Debtors and these Chapter 11 Cases. The Togut Firm has reviewed the Potential Parties in Interest and those that have filed a notice of appearance, which includes: unsecured creditors; secured creditors; professionals; parties to litigation; and certain other parties-in-interest, for any connection it may have to those parties and has found none except as specifically disclosed herein, and as follows:

16. The Togut Firm serves as my counsel, not individually, but solely in my capacity as Chapter 7 trustee of Starworks, LLC (the "Chapter 7 Trustee") in Case No. 19-13106 (JLG), which is listed as a non-Debtor subsidiary and litigation counter party in the Potential Parties in Interest list. Starworks London Limited, which is also listed as a non-Debtor subsidiary in the Potential Parties in Interest list, was a non-debtor affiliate of Starworks, LLC that was spun-off and closed prior to the date that the Starworks, LLC chapter 7 case was commenced on September 27, 2019 (the "Starworks LLC Petition Date").

17. Prior to the Starworks, LLC Petition Date, Vice Holding, Inc. ("Vice Holding") acquired a majority ownership interest in Starworks, LLC pursuant to a Units Subscription Agreement dated April 29, 2016. Vice Holding made various loans and financial advances to Starworks, LLC (collectively the "Vice Loans"). A certain portion of the Vice Loans was secured by a lien recorded by Vice Holding against the

assets of Starworks, LLC (the "Vice Lien"). Vice Holdings also obtained and recorded a lien against a cooperative apartment (the "Apartment") owned by the non-Vice founders (the "Founders") of Starworks, LLC to secure their personal guarantees of the Vice Loans.

18. On September 24, 2021, the Togut Firm filed the Chapter 7 Trustee's complaint (the "Trustee Complaint") initiating adversary proceeding number 21-01189 (JLG) against Vice Holding, Vice Media LLC ("Vice Media," together with Vice Holding, "Vice"); former Vice Officers and Directors: Andrew Creighton, Rick Waterlow, and Hosi Simon (the "Vice Former Officers"); the Founders; and others (the "Adversary Proceeding"). The Vice Former Officers took three of the five seats on the Starworks, LLC board, but left that board prior to the Starworks, LLC Chapter 7 filing.

19. The Trustee Complaint alleged that Vice and the Vice Former Officers breached a Vice funding agreement with Starworks, LLC and otherwise breached their fiduciary duties to Starworks, LLC. Vice and the Vice Former Officers denied any liability, and pursuant to a January 25, 2023 order, all claims against Vice, the Vice Former Officers and the other defendants in the Adversary Proceeding were settled (the "Settlement"). The settlement became effective on February 15, 2023.

20. Under the Settlement, Vice was required to: pay \$150,000 to the Starworks, LLC estate; waive all of its liens and claims against Starworks, LLC and its estate; deliver a UCC-3 Termination Statement to the Chapter 7 Trustee to release its lien against the Apartment; and the Chapter 7 Trustee, Vice, the Vice Former Officers, and the other defendants in the Adversary Proceeding exchanged mutual releases

21. Vice made its \$150,000 settlement payment to the Starworks, LLC estate on February 17, 2023 and it delivered its lien release for the Apartment. That lien release is being held in escrow pending the sale of the Founders' Apartment, when it

will be recorded in exchange for a \$450,000 settlement payment by the Founders to the Starworks, LLC estate. Vice also waived all claims, including a filed proof of claim, against the Starworks, LLC estate.

22. The Adversary Proceeding is completed as to Vice and the Vice Former Officers, and it remains open solely to enforce the obligations of the non-Vice Founders of Starworks, LLC.

23. In the event any new facts or relationships subsequently are discovered during the pendency of these Chapter 11 Cases, the Togut Firm will supplement this affidavit and file the same with the Court.

PROFESSIONAL COMPENSATION

24. As set forth in the Engagement Agreement attached hereto as **Exhibit 1**, subject to annual adjustment, in accordance with the firm's billing practices, the rates to be charged by the Togut Firm for services to be rendered to the Debtors shall be the same rates charged to other clients. As also set forth above, the rates to be charged by the Togut Firm from the Petition Date for services rendered to the Debtors range from \$195 to \$410 per hour for paralegals and law clerks, \$320 to \$830 per hour for associates, \$850 to \$990 per hour for counsel, and \$915 to \$1,300 per hour for partners.

25. Prior to applying any increases in its hourly rates beyond the rates set forth herein, the Togut Firm shall provide ten (10) days' notice of any such increases to the Debtors, the U.S. Trustee, counsel to any official committee appointed in the Chapter 11 Cases, and counsel to the administrative agent under the Debtors' DIP Facility (as defined in the DIP Motion).

26. The Togut Firm intends to apply for compensation for professional services rendered in connection with the Chapter 11 Cases, subject to this Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the

Bankruptcy Rules, the Local Bankruptcy Rules, further Orders of this Court, and the Appendix B Guidelines on an hourly basis, plus reimbursement of actual and necessary expenses and other charges that the Togut Firm incurs. The Togut Firm will charge the Debtors' estates hourly rates consistent with the rates it charges in other matters of this type.

27. It is the Togut Firm's policy to charge its clients for all other expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, photocopying, witness fees, business travel expenses, filing and recordation fees, long distance telephone calls, postage, express mail and messenger charges, computerized legal research charges and other computer services, expenses for "working meals," and telecopier charges. The Togut Firm will charge the Debtors' estates for these expenses in a manner and at rates consistent with those it generally charges its other clients and in accordance with the Local Bankruptcy Rules and Appendix B Guidelines.

28. Upon the execution of the Engagement Letter, the Togut Firm was paid a security retainer in the amount of \$300,000 on behalf of the Debtors (the "Retainer") on May 10, 2023. The Retainer was not drawn on the Petition Date. The Retainer will first be applied to the Togut Firm's pre-petition fees and expenses and thereafter to its post-petition fees and expenses pursuant to the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the orders of this Court. Any balance remaining from the Retainer at the conclusion of its service will be returned to the Debtors by the Togut Firm.

29. No promises have been received by the Togut Firm nor by any partner, counsel, or associate thereof as to compensation in connection with these Chapter 11 Cases other than in accordance with the provisions of the Bankruptcy Code. The Togut

Firm has no agreement with any other entity to share with such entity any compensation received by the Togut Firm in connection with these Chapter 11 Cases.

STATEMENT REGARDING U.S. TRUSTEE GUIDELINES

30. The Togut Firm shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, and any other applicable procedures and orders of the Court. The Togut Firm also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the Appendix B Guidelines, both in connection with the Application and the interim and final fee applications to be filed by the Togut Firm in the course of its engagement.

ATTORNEY STATEMENT PURSUANT TO APPENDIX B GUIDELINES

The following is provided in response to the request for additional information set forth in Paragraph D.1. of the Appendix B Guidelines.

Question: Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Response: No.

Question: Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Response: No.

Question: If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and

material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Response: The Togut Firm did not represent the Debtors prior to its engagement in connection with the commencement of these Chapter 11 Cases.

Question: Has your client approved your prospective budget and staffing plan, and, if so, for what budget period?

Response: With their motion relating to postpetition financing and cash collateral, the Debtors prepared a budget, which included items such as “Professional Fees.” Using this budget as a guide, the Debtors expect to develop a specific prospective budget and staffing plan to comply with the U.S. Trustee’s requests for information and additional disclosures, and any orders of this Court.

The Togut Firm is willing to act as lead counsel to the Debtors in these Chapter 11 Cases, and to render the necessary professional services described in the Application. As additional tasks are identified that are not generally described in the Application, the Togut Firm will file a supplemental declaration in accordance with Bankruptcy Rule 2014 and Part F of the Appendix B Guidelines and provide notice of the filing sufficient to afford parties in interest an opportunity to object. The timeliness of a disclosure will be assessed based on the facts and circumstance of the situation, including whether earlier disclosure would reveal privileged information or compromise the Debtors’ abilities to perform their statutory responsibilities under the Bankruptcy Code.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

DATED: New York, New York
May 30, 2023

/s/Albert Togut
Albert Togut

EXHIBIT "1"

TOGUT, SEGAL & SEGAL LLP

ATTORNEYS AT LAW
ONE PENN PLAZA
NEW YORK, NEW YORK 10119

(212) 594-5000

May 10, 2023

PERSONAL AND CONFIDENTIAL

Via E-mail

Maria Krasnikow Harris
Chief Legal Officer
Vice Group Holdings Inc.

Re: Vice Group Holdings Inc.

Dear Ms. Harris:

Thank you for choosing our firm to represent Vice Group Holdings Inc. and certain of its direct and indirect wholly-owned subsidiaries listed on Schedule A attached hereto (each, a "Client", and collectively, the "Company") in preparing for and filing petitions for chapter 11 protection for the Company in the Bankruptcy Court for the Southern District of New York (the "Matter"). As part of our routine in opening new files, we provide an engagement letter to all clients. The purpose of this letter is to generally set forth our understanding of the legal services to be performed and the basis on which our firm will be paid for those services.

Our firm is a specialty "boutique" and our practice is strictly limited to corporate restructurings and bankruptcy matters, both in and out of court. To the extent the Company requests or desires other services, including non-bankruptcy-related legal advice or legal services (e.g., real estate, tax and other non-bankruptcy-related matters), we presume other professionals will perform such services. We will of course work closely with the Company's other professionals, including Shearman & Sterling and Alix Partners, during our engagement. We understand that Shearman & Sterling will serve as special counsel to perform all of the services that our firm cannot.

As to our firm's charges, the beginning point for determining our fees is actual time spent. For that reason, we have established bookkeeping rates for each of our lawyers and legal assistants. The current hourly billing rates are \$915 to \$1,300 per hour for partners, \$320 to \$830 per hour for associates, \$850 to \$990 per hour for counsel, and \$195 to \$410 per hour for paralegals and law clerks. You should also note that in January of each year, we evaluate our hourly billing rates, and you should expect that our hourly rates will increase during the pendency of our engagement, if it is prolonged.

In addition to fees for legal services rendered, the Company will be expected to reimburse us for our expenses, including business travel, photocopies, postage, fax transmissions, telephone, computer-assisted legal research, overtime for secretarial staff, late meals, outside technical/computer support, etc.

TOGUT, SEGAL & SEGAL LLP

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Maria Krasnikow Harris, Chief Legal Officer

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We have requested an initial retainer of \$300,000 (the "Retainer"). We will render statements to the Company monthly for our actual fees and expenses, and we will deduct such fees and expenses from the Retainer on a current basis.

The Retainer will be evenly divided among each of the Clients listed on Schedule A and be treated as a security retainer for each Client, which will be held in our attorney retainer account in New York until applied against any final invoice for fees, charges and disbursements or as otherwise agreed with the respective Client (the "Security Retainers"). The Security Retainers will remain the property of each of the Clients unless and until applied in satisfaction of any final invoice. Any portion of the Security Retainers that is not earned or required for expenses as set forth herein will be refunded to each of the Clients at the close of this engagement.

During the pendency of the Chapter 11 cases, all fees and expenses incurred in the Chapter 11 cases will be subject to Bankruptcy Court approval. We will hold any unused portion of the Retainers until the conclusion of the case to be applied against our final unpaid fees and expenses. We will return the unused portion of the Security Retainers, if any, at the conclusion of our services.

The Retainer may be paid by way of wire transfer to:

Name and Address of Bank:	Citi Private Bank 153 E. 53 rd Street, 23 rd Floor New York, New York 10022
Citi ABA Number:	021000089
Account Name:	Togut, Segal & Segal LLP, Retainer Account
Account Number:	XXXX

Our firm may only represent the interests of the Company. It is clearly improper for our firm to represent the interests of any creditor or client of the Company or any of the Company's individual officers, directors, attorneys or other employees, as their interests may be colorably, if not actually, adverse to the Company. To the extent any such parties require legal advice, they will have to use other counsel, with whom we will be more than happy to work.

We are not aware of any present conflict of interest that would prevent us from acting for the Company in respect of the Matter that is the subject of this letter. Our firm represents many other companies and individuals, and it is possible that during the time that we are representing the Company, some of our present or future clients

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will have transactions or disputes with them. The Company agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to the work for the Company in the Matter ("Unrelated Matters").

We agree, however, that your prospective consent to conflicting representation contained in the preceding paragraph with respect to Unrelated Matters shall not apply in any instance where, because of our representation of the Company, we have obtained proprietary or other confidential information of a non-public nature, that if known to such other client, could be used in any such other matter by such client to your material disadvantage.

We are under a strict duty of confidentiality to the Company in respect to the Matter. We shall keep strictly confidential all confidential or proprietary information obtained from the Company or from any representatives, affiliates, financing sources, or agents during the performance of our services hereunder ("Confidential Information"), and we, our personnel, and anyone else working on our behalf will not disclose or use any Confidential Information other than in the ordinary course of providing services to the Company pursuant to this engagement. "Confidential Information" includes, without limitation, non-public confidential and proprietary data, plans, reports, schedules, drawings, accounts, records, calculations, specifications, flow sheets, computer programs, source or object codes, results, models or any work product relating to the client or any of its subsidiaries, distributors, affiliates, vendors, customers, employees, contractors or consultants, or otherwise related to the engagement. Upon completion of the services, and at your request, we will promptly return or destroy all Confidential Information (without retaining any copies). For the avoidance of doubt, "Confidential Information" shall not include information which (i) is or becomes publicly available other than as a result of a disclosure by us in violation of this agreement, (ii) is or becomes available to us on a non-confidential basis from a source (other than you or your affiliates) which is not prohibited from disclosing such information to us by a legal contractual or fiduciary obligation with respect to such information, or (iii) is independently developed by us without the use of Confidential Information.

The foregoing is not intended to prohibit, nor shall it be construed as prohibiting, us from disclosure required by applicable law or legal, administrative, or judicial process, but we shall not encourage, suggest, invite, or request, or assist in securing, any such disclosure. We will immediately inform you in advance (unless prohibited by law), of any such disclosure, will only disclose that portion of the Confidential Information permitted by law to be disclosed, and will use its best efforts to ensure confidential treatment is afforded to such Confidential Information.

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Maria Krasnikow Harris, Chief Legal Officer
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If the foregoing is acceptable, kindly countersign a copy of this letter at the space provided below and return it to me by e-mail. Should you have any questions regarding the above, please do not hesitate to call me. We look forward to working with you and the Company to the successful conclusion of this Matter.

Very truly yours,

TOGUT, SEGAL & SEGAL

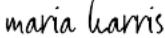
LLP

By: 

Albert Togut

ACCEPTED AND AGREED BY:

DocuSigned by:



CAA53B3958E543C
Maria Krasnikow Harris, Chief Legal Officer
Vice Group Holdings Inc., for itself and each of its direct and indirect wholly-owned subsidiaries set forth on Schedule A hereto

Schedule A

VICE GROUP HOLDING INC
VICE HOLDING INC.
VICE MEDIA LLC
VICE PRODUCTIONS LLC
PLDM FILMS LLC
INVERNESS COLLECTIVE LLC
VICE PROJECT SERVICES LLC
VICE CONTENT DEVELOPMENT, LLC
VICE DISTRIBUTION LLC
VICE MUSIC PUBLISHING LLC
VIRTUE WORLDWIDE, LLC
CHANNEL 271 PRODUCTIONS LLC
VICE PAYROLL LLC
VTV PRODUCTIONS, LLC
VICE IMPACT INC.
CARROT CREATIVE LLC
CARROT OPERATIONS LLC
VILLAIN LLC
JT LEROY HOLDING LLC
BOY WHO CRIED AUTHOR LLC
VALVI LLC
VISUR LLC
DANA MADE LLC
PROJECT CHANGE LLC
REFINERY 29 INC.
VICE INTERNATIONAL HOLDING, INC.
R29 PRODUCTIONS, LLC
R29 PRIDE, LLC
CLIFFORD BENSKI, INC.
VICE EUROPE HOLDING LIMITED
VICE EUROPE PULSE HOLDING LIMITED
VICE FOOD LLC

EXHIBIT "2"

Potential Parties in Interest

Categories	Entities
Debtors	Vice Group Holding Inc. Vice Holding Inc. (also d/b/a Viceland.com USA Inc.) Vice Media LLC (also operates as Broadly; Creators Project; Free; Amuse; Motherboard; Noisey; Tonic; Thump; Vice Sports; Garage; Waypoint; Vice Studios) Boy Who Cried Author LLC Carrot Creative LLC Carrot Operations LLC Channel 271 Productions LLC Clifford Benski Inc. Dana Made LLC Inverness Collective LLC JT Leroy Holding LLC PLDM Films LLC Project Change LLC R29 Pride, LLC R29 Productions, LLC Refinery 29 Inc. (also d/b/a R29 Inc.) Valvi LLC Vice Content Development, LLC Vice Distribution LLC Vice Europe Holding Limited Vice Europe Pulse Holding Limited Vice Food LLC Vice Impact Inc. Vice International Holding, Inc. Vice Music Publishing LLC Vice Payroll LLC Vice Productions LLC (also d/b/a Vice News Productions LLC) Vice Project Services LLC Villain LLC Virtue Worldwide, LLC Visur LLC VTV Productions, LLC
Non-Debtor Subsidiaries	Change Incorporated UK Limited Edition Worldwide Ltd Golden Heart Films LLC Hanbury Productions LLC Levelprint Limited (also operates as i-D) Paradise Industries Limited Pulse Commercials LLC Pulse Films Limited Refinery 29 Corp. Refinery 29 Limited

Categories	Entities
	SSGM Investments Inc. Vice France TV Limited Vice Media Canada Inc. Vice Media Distribution (Canada) Inc. Vice Studio Canada Inc. Vice UK Limited Vice UK Studios Limited Vice UK TV Limited Vice Films LLC Vice Films LOC LLC La Reyna Agency, LLC unTypical Films LLC Resolution 400 SPV Inc. Point Sur Content Development LLC untypical Content Development LLC De-evolution2020 LLC Glass Hearts LLC Greek to Me, LLC The People's Servant, LLC Sell Me This Pen (Redux), LLC Kinfolk Studios LLC Kinfolk General LLC (94 Wythe) Starworks, LLC Avadel LLC Starworks London Limited Within Unlimited, Inc. (f/k/a VRSE, Inc.) Global Thermostat Operations LLC Goldie Films, Inc. Vice Media Asia Pacific Pte. Ltd. Vice Indonesia Holding Pte. Ltd. PT Vice Indonesia Media Vice Media Japan K.K. Vice Japan G.K. Middle Earth Cultural Company Limited Wei Wai Chu (Beijing) Technology Co., Ltd. Vice Media (India) Private Limited Vice Media Korea Limited Vice Australia Pty. Ltd. Vice Studio Pty. Ltd. Seaside Productions Pty. Ltd. Vice Australia Unit Trust Vice Holding do Brasil Ltda. Virtue Publicidad e Comunicacao Ltda. Vice Produtora de Video Ltda. Vice Studios LATAM, S. de R.L. de C.V. Vice Colombia S.A.S. En Liquidacion Vice Media S.A. de C.V.

Categories	Entities
	<p>Paradise y Funciones Creativas, S.A.P.I. de C.V. Vice Cono Sur S.R.L. En Liquidacion Vice Television Network, LLC Pulse A.I. Films Limited American Honey Limited Stealth Pulse Limited (Dormant) American Honey LLC (Dormant) Jolly Farmer, LLC Eagle Productions LLC Sunny Spot Productions LLC Dance Saves Lives LLC Truffle Road LLC International Movie Conglomerate LLC (Dormant) Vice LOC Limited Vice France SARL Vice Media France SARL Vice Italia S.R.L. Vice AB Vice ApS Vice Poland Sp.z.o.o. Vice Polska Sp.z.o.o. Vice DACH GmbH Virtue Austria GmbH Vice Media GmbH Vice Switzerland GmbH Vice Austria GmbH Vice Arabia Limited Vice Arabia FZ LLC Vice Benelux B.V. Vice Benelux TV B.V. Vice Belgium BV Vice Antenna B.V. Vice Greece S.A. VICE MEDIA DOO BEOGRAD Vice Antenna SRL Puna B.V. VICE Creative Services Middle East and North Africa for Media Vice Guide Productions Inc. Vice Productions Quebec Inc. Mode Vice Mtl Inc. (Dormant) Vice Productions Inc. Vice Production Services Inc. Vice Production Services II Inc. Vice Productions (Abandoned 1) Inc. Vice Productions (Captured) Inc. Vice Productions (CW 2) Inc.</p>

Categories	Entities
	<p>Vice Productions (CZ) Inc. Vice Productions (Cyber War 1) Inc. Vice Productions (Death) Inc. Vice Productions (DSOL 2) Inc. Vice Productions (FP) Inc. Vice Productions (Fubar) Inc. Vice Productions (Genrent) Inc. Vice Productions (Keep it Canada) Inc. Vice Productions (Mal 2) Inc. Vice Productions (Dark Side Talk) Inc. Vice Productions (Mush Rush) Inc. Vice Productions (Payday Season 1) Inc. Vice Productions (Poachers) Inc. Vice Productions (SD) Inc. Vice Productions (SF) Inc. (f/k/a "Vice Productions (Homs) Inc.") Vice Productions (Tach) Inc. Vice Productions (Terror 1) Inc. Vice Productions (TV Show Show) Inc. Vice Productions (The Band) Inc. Vice Productions (The Band 2) Inc. Vice Productions (Vice on Film) Inc. Vice Productions (VGTC) Inc. Vice Productions (VGTF 2) Inc. Vice Productions (VIP Canada) Inc. Vice Productions (Unique) Inc. Vice Productions (Genrent 2) Inc. Vice Productions (DYK2) Inc. Vice Productions (Record Press) Inc. Vice Productions (Minded) Inc. Vice Productions (DSOTR3) Inc. VSC (Radical) Productions Inc. Vice Productions (Comedy) Inc. Vice Productions (Territories) Inc. Vice Productions (DSOTR4) Inc. Refinery 29 GmbH Calendar Media Limited London Tribes Limited London Tribes, LLC Faith Healing Limited MMITB Production Limited Mughal Mowgli Distribution Limited Mughal Mowgli Limited One More Time With Feeling Limited Lawand Film Limited (previously Prep Film Ltd) Pulse Italia S.R.L. Pulse Films SPV2 Limited</p>

Categories	Entities
	Pulse Films Productions Limited Pulse (Fly Away) Limited GOL Production Limited Rude Boy Limited XY Chelsea Limited Pulse Films London 2 Limited Pulse Films LC Productions Limited Marianne Productions Limited Vice New Zealand Holding Ltd. The Old Blue Last Limited
Current and Recent Former Directors and Officers	Nancy Dubuc Shane Smith Ramin Arani Hozefa Lokhandwala Lucinda Treat Daisy Auger-Domínguez Hosi Simon Jesse Angelo Nadja Bellan-White David Granville-Smith Jay Hoag James R. Murdoch David Trujillo Austin Bowers Matthew Dillard John Flynn Jeff Palker Gary Knell Mohsin Meghji Rachna Bhasin Andy Doyle David Bessel Jenny Walsh Scott Vogel Jame Donath Jeffrey Serota Frank Pometti Mark Del Prioree Maria Harris Joseph Ravitch Rita Ferro Lance Maerov Sean Corrigan Tom Freston Judith McGrath Kevin Mayer

Categories	Entities
Trustees / Agents	Fortress Credit Corp. Wilmington Trust, National Association XXIII Capital F Limited
Term Lenders	DBDB Funding LLC Fortress Credit Opportunities VII CLO Limited Fortress Credit Opportunities IX CLO Limited Fortress Credit Opportunities XI CLO Limited FLF I Holdings Finance L.P. Fortress Credit Opportunities VI CLO Limited Fortress Credit Opportunities XIII CLO Limited Monroe Capital Corporation Monroe Capital Income Plus Corporation Monroe Capital Private Credit Fund II LP Monroe Capital Private Credit Fund II (Unleveraged) LP Monroe Capital Private Credit Fund III LP Monroe Capital Private Credit Fund III (Unleveraged) LP Monroe Private Credit Fund A LP Monroe Capital Private Credit Fund I LP Monroe Capital Private Credit Fund VT LP Monroe Capital Fund Marsupial (Lux) Financing Holdco LP Monroe Capital Fund SV S.a.r.l. - Marsupial Compartment Monroe (NP) U.S. Private Debt Fund LP Monroe Capital Private Credit Fund III (Lux) Financing Holdco LP Monroe Capital Fund SV S.a.r.l. - Fund III (unleveraged) Compartment Monroe Capital Private Credit Fund II (Unleveraged Offshore) LP Lakestar Finance LLC Monroe Capital Private Credit Fund II-O (Unleveraged Offshore) LP Fortress Lending I Holdings L.P. Drawbridge Special Opportunities Fund LP
Shareholders	TPG Virat Holdings 1, L.P. Sixth Street Virat Holdings 2, LLC TCV Lupa Investment Holdings, LP Antenna Internet Ventures Fine Investments Limited Lupa Systems WPP Luxembourg Gamma Three Scripps Networks Turner Broadcasting System Egon Zehnder Eigenvalue First Round Capital III Floodgate Fund III Hearst Magazine Media

Categories	Entities
	HLVP Follow On Fund, L.P.; HLVP I, L.P. HT Ventures Lerer Ventures Novel SG Growth Partners II PacWest Bancorp Square 1 Bank Fidelity Puritan Trust TWDC Investment Enterprises Star Europe Holding BV Thomas Benski Dan Bowen Marisa Clifford Lucas Ochoa Sam Sniderman James Sorton Shane Smith Andrew Creighton Edoardo Moretti Adam Katzenback Ryan Mack Benjamin Ruth Matthew Elek Michael Slonim Raine Viking A&E Television Networks Patrick Vien
Noteholders	TPG Virat Holdings 1, L.P. Sixth Street Virat Holdings 3, LLC Sixth Street Virat Holdings 2, LLC
Major Unsecured Creditors	Green 16 LLC Shearman & Sterling LLP Ernst & Young US CNN Productions Inc. Horizon Media Inc RANKER INC A&E TELEVISION NETWORKS, LLC TPG CAPITAL - FO, LLC Canada Los Angeles Inc Facebook Inc. WORKDAY INC ANTENNA TV A.E. AlixPartners, LLP FTI Consulting, Inc. WILD BUZZ AGENCY Cast & Crew Payroll, LLC Bailey Duquette P.C. Paul Hastings Europe LLP Two Twenty Five Broadway Company TATA Communications

Categories	Entities
	<p> DELOITTE CONSULTING LLP CARTEL LLC Con Edison Getty Images Inc. Web Holdings LLC XWP.Co Pty Ltd Home Box Office Agosto Inc Partizan Entertainment, LLC Unit9 Films Inc. JPMORGAN CHASE NA E+H Rechtsanwälte GmbH NYS Dept. of Taxation & Finance Piano Software Inc Amazon Web Services, Inc. Presidio Networked Solutions Group, LLC The Mayda Creative Company, Inc. EFC KÜGEL PRODUCTIONS INC. OKTA, INC Wolftech Broadcast Solutions Computer Design and Integration LLC (NJ) Deloitte LLP SEGMENT.IO, INC. MORGAN, LEWIS & BOCKIUS LLP LANZILLOTTA LAW FIRM, PLLC MarketCast Yi Shi Yi Se (Beijing) Wen Hua C State of Washington Department of Revenue REVOLT MEDIA & TV LLC DAVIS WRIGHT TREMAINE LLP DBA Media, LLC Degree, Inc. World Economic Forum LLC American Express (@ Work) American Broadcasting Company Inc (RENT) Shearman & Sterling (London) LLP Facebook UK Ltd Digby Road Limited Locosquad GmbH James Goldston Attention Strategies LLC eMazzanti Technologies TUBULAR LABS INC CFG I LLC WORK EDITORIAL NY LLC SELECT MANAGEMENT GROUP LLC Tiktok Inc. MCH Messe Schweiz (Basel) AG 24i Unit Media Inc </p>

Categories	Entities
	<p>Gian Rooks GbR PROSKAUER ROSE LLP Scheme Engine LLC ALLIED UNIVERSAL SECURITY SERVICES Amex Bank of Canada Trint Limited Diamond View Studios LLC JAMF Software, LLC Adobe Systems Incorporated Justin Stefano Asana, Inc.</p>
Contract Counterparties	<p>Advanced Systems Group, LLC Axxess Accounting Office Corrado Contri HFP Steuerberater Novacoast Inc Redpill Linpro AS Salesforce.com Inc. Sourcepoint MM Muscato Micaludi – Chartered Accountants TechAID Solutions LLC Venturi Group Inc IMG Worldwide, LLC Ideon Media Inc. Two Four Seven Limited ARA International Production Co. Ltd. Everywear Holdings, Inc. Rank and File Limited AKA Films Limited Wild Rose Films Final Cut for Real ApS Screen Australia Create NSW Fintage Collection Account Management B.V. Cornerstone Films Limited Film Finances Inc Endeavor Content, LLC Film Victoria Mirrah Foulkes Nash Edgerton Jean Elia Neon Rated, LLC Beach Bum Film Holdings, LLC Riverstone Pictures (Beach Bum) Limited Ajax Pictures Limited Beach Bum Productions, Inc. Ingenious Project Finance Limited SPK Pictures AG Rocket Science Industries Limited</p>

Categories	Entities
	<p>Otessa Moshfegh Screen Actors Guild-American Federation of Television and Radio Artists Kwesi Dickson Jonathan Barnwell Insurgent Media LLC Dennis Magnusson CTS 1976 LLC Chimney Pot Sverige AB Denise Marte p/k/a Denise Mercedes Sony Pictures Television Inc. Adam Woodhall Edward Berger Jennifer Lunn Clare McQuillan Daniel Fajemisin-Duncan & Marlon Smith Ishy Din Jiwon Lee First Look Productions, Inc. William Langewiesche Lawrence Millar Iron Mountain Intellectual Property Management, Inc. B & C 3, LLC</p>
JV Counterparties	<p>GMN Cayman Ltd GMN Cayman Holdco LLC Antenna TV S.A. Vice Antenna B.V. Global News Antenna Group B.V. Antenna Internet Ventures B.V. Autonomous M1 Company</p>
Insurers	<p>United Healthcare WageWorks Cigna Health and Life Insurance Company Guardian RxBenefits Express Scripts Unum Pets Best Insurance Great-West Life Group Manulife Royal London Vitality Health ProSight Specialty Management Company, Inc. Gotham Insurance Company Canada Life Vision Service Plan Sentinel Benefits Group, Inc. First Reliance Standard Life Insurance Company</p>

Categories	Entities
	<p> Aegon Great Divide Insurance Co. Riverport Insurance Co. Tri-state Insurance Co. of Minnesota Generali U.S. Branch Navigators Insurance Co. HDI Global Specialty Lloyd's of London Endurance Assurance Co. QBE Insurance Corporation Bowhead (Midvale Indemnity Co) Skyward (Houston Specialty Insurance Company) Berkshire Hathaway Axis Lloyds Hudson Insurance Company Berkley Insurance Company Zurich American Insurance Company Allianz Global Corporate & Specialty American Alternative Ins. Corp Global Aerospace Inc Chubb QBE Insurance Corporation Federal Insurance Company National Union Fire Company of Pittsburgh, PA Samphire RSA </p>
Landlords	<p> Irwansyah Equinox Business Parks Pvt. Ltd. ReBITA Inc. Lee Hiok Kee (Private) Limited WeWork twofour54 FZ-LLC Hausverwaltung Schönbürg Wariwoda & Richter Immobilien treuhand GmbH Maderstrasse 1 Immobilien GmbH & Co KG Thalhof Immobilien GmbH Dr. Angelika Taschen L'Antenne SAS Kimonas Karageorgiou Heaven Music Joint Stock Music Company d/b/a Heaven Music S.A. Argyrios Yannakis Antenna T.V. S.A. Store S.r.l. Reguliers Vastgoed CV De Speld BV Chapter Friday Mediamaatjes B.V. Shark Capital S.A. </p>

Categories	Entities
	<p> Commons Lounge S.R.L. Ogranak Crane Invests Anstalt Ogranak Crane Invests Anstalt Beograd (Vračar) Stamfordham Road (IOM) Limited Workspace 12 Limited Digby Road Limited Wellington Pub Company PLC Crestwave Ltd Ministry of Culture (Kingdom of Saudi Arabia) KABD, LLC Mississippi & Westgate Properties, LLC 49 South Second Street LLC Web Holdings, LLC Cal Realty Holdings, Limited Partnership SCCM Financial The Slayton Revocable Living Trust – Survivor’s Trust Electric Pointe, LP American Broadcasting Companies, Inc. 1717 DeSales Street Limited Partnership 225 Broadway Company LP Hugh Haynes Gallagher </p>
Litigation Counterparties	<p> MediaPlus Inteligencia em Midia Ltda. (Brazil) Micaely Dos Santos Queiroz Bingo Sato Contrarede Denise Kramer (class action) WIPRO Fantic Dimur Starworks LLC Lamar Brown (class action) Amin Massoudi Amico’s Pizza </p>
Professionals	<p> Guggenheim Securities LLC Shearman & Sterling LLP AP Services, LLC PJT Partners LP LionTree Young Conaway Stargatt & Taylor Togut, Segal & Segal LLP </p>
Banks	<p> JP Morgan Chase Scotia Bank Bancolombia Santander Bank Banco Itau S.A. Royal Bank of Canada Banco Nacional de Mexico SA Grupo Financiero BBVA Bancomer, SA de CV Wells Fargo Bank, N.A. </p>

Categories	Entities
Customers	<p> The Coca-Cola Company The Vanguard Group, Inc. Logitech Europe S.A. MDL Beast LLC Diageo plc Diageo Germany GmbH Civic Entertainment Group, LLC Samsung Corporation Co., Ltd. Ministry of Culture (Kingdom of Saudi Arabia) The Public Investment Fund (Kingdom of Saudi Arabia) Royal Commission for Riyadh City Saudi Coffee Company Planned Parenthood Inc Flair Airlines Ltd Reckitt Benckiser plc Philips Electronics Nederland B.V. Philips Domestic Appliances Nederland B.V. The Estee Lauder Companies Inc Estee Lauder Inc. STAAR Surgical Company Target Corporation Target Enterprise, Inc. Amazon Studios, Inc. Amazon Content Services LLC NEOM Company Google LLC Philip Morris International Inc. Philip Morris International Management SA Philip Morris Products SA adidas AG Geico Corporation Hyundai Group Pernod Ricard Pernod Ricard France William Grant & Sons Enterprises Limited William Grant & Sons Brands Limited Macy's, Inc. Viacom Inc. Levi Strauss & Co. Zalando SE Sommerhaus Serien GmbH Daimler AG Kering Unilever PLC Conopco, Inc. d/b/a Unilever Unilever United States, LLC Unilever United States, Inc. Hewlett-Packard Enterprises, LLC </p>

Categories	Entities
	LVMH Moet Hennesy Louis Vuitton L'OREAL Paris L'Oreal USA, Inc. Ulta Salon, Cosmetics & Fragrance, Inc. Ulta Inc. Nike, Inc. Nike Retail B.V. Converse Inc. Apple Inc. New Balance, Inc. New Balance Athletic Shoes U.K. Ltd. Heineken International B.V. Amazon Facebook, Inc. Tracfone Wireless, Inc. Volkswagen AG AT&T Inc. The Saudi Tourism Authority Canada Goose, Inc. Canada Goose International AG MDL Beast LLC The Procter & Gamble Company Diriyah Gate Development Authority Red Bull GmbH McDonald's Corporation BALLY SCHUHFABRIKEN AG The Saudi Falcon Club IDS Borjomi Georgia Lovehoney Limited Ikea B.V. Deutsche Telekom AG Acura Bacardi U.S.A., Inc. Clorox Services Company Cuddl Duds Mercedes Benz, USA LLC Ford Motor Company Genesis Motor America Hilton Domestic Operating Company, Inc. H&M Hennes & Mauritz L.P. H & M Hennes & Mauritz GBC AB Bottega Veneta S.R.L. Gucci Swiss Timepieces SA Guccio Gucci S.p.A. Puma SE Levi Strauss & Co. Logitech Inc. Golin Advertex Communications, Inc. d/b/a Macy's Corporate

Categories	Entities
	<p>Marketing The Rocket Science Group LLC d/b/a Mailchimp Marriott International, Inc. Microsoft Corporation Cole Haan LLC PayPal, Inc. Sage Global Services Limited TikTok Inc. Porsche Cars North America, Inc. Wheelhouse Labs LLC Weedmaps Zalando SE Faraway Films, LLC Raising Destiny, LLC Home Box Office, Inc. Fremantlemedia Limited A&E Television Networks, LLC Netflix Entertainment, LLC Netflix Worldwide Entertainment, LLC Channel 5 Broadcasting Limited (trading as Paramount +) Showtime Pictures Development Company Showtime Networks Inc. WarnerMedia Direct, LLC BV Family Productions, Inc. Discovery Communications, LLC Bacardi Martini BV Anheuser Busch Inbev India Limited BandLab Singapore Pte. Ltd. Shiseido Co. Ltd. Epidemic Sound Harman International Industries, Incorporated Ikea Svenska Forsaljnings AB AlMadina Heritage Company (a/k/a Al Madinah Heritage Company) Kayanee Company MDL Beast LLC Sharjah Government Media Bureau All Nippon Airways Co., Ltd. ANAX, Inc.</p>
Significant Vendors	<p>Centro Inc. Facebook Inc. ANTENNA TV A.E. Web Holdings LLC Google Inc. LONDON BOROUGH OF HACKNEY Cal Realty Holdings 55 Washington Street LLC Iconoclast Content, Inc Two Twenty Five Broadway Company</p>

Categories	Entities
	<p>Picture Farm II LLC Freedome Productions Picture Farm Productions Sony Pictures Television Inc Sony Interactive Entertainment Europe Ltd CDW DIRECT LLC TATA Communications RMCP DEL CENTRO SA D E CV RANKER INC EXIT 105 PRODUCTIONS LLC A&E TELEVISION NETWORKS, LLC Religion of Sports Media, Inc. YA Studio LLC d/b/a Inner City Tool of North America, LLC Jungle Media Inc. Horizon Media Inc 49 South 2nd St LLC Zandland Ltd Zandland Limited, LLC Carat Global Getty Images Inc. Getty Images (US), Inc. Icon Films Facebook UK Ltd Mississippi & Westgate Properties, LLC 307 KENT ASSOCIATES Home Box Office Meta Platform Ireland Ltd KENETH PETERS ASSET MANAGEMENT LTD TPG Architecture, LLP SHI International Corp. C.F.GROUP SRL - Collateral Films Noted Collective LLC. Con Edison COBBLESTONE FILMPRODUKTION GMBH DBA Media,LLC NextSource Inc Reckitt Benckiser plc RB Health (US) LLC Volkswagen AG Google, Inc. Pythian Services USA Agosto, LLC TATA Communications (America) Inc. Cal Realty Holdings, LP KABD, LC 31 Mile The Corner Shop, Inc. Rich Mnisi</p>

Categories	Entities
	<p> Buoy Studio LLC Candy Banners Christopher Steinberger More Dress, Inc. d/b/a DressX Alex Russell LLC KX Production Limited Waterloo Bridge Entertainment, Inc. Wild Rose Films Eight Films LLC Scott Free Films Limited Proton Projekt KFT JA Sweden AB 4 ½ Fiksjon AS EIC Dragonslayer Inc. Seven Bucks Productions, LLC Mustache LLC Mustache TV LLC Condé Nast Entertainment LLC Insight Dark Side 2 Ltd. 123 Reg Singapore Computer Guys Pte Ltd Era Ltd Acknowledge Digital Marketing LLC ADVANCED SYSTEMS GROUP, LLC Amazon Web Services, Inc. Associated Press BOOMI INC. CDW DIRECT LLC Chartbeat Inc. Concur Technologies, Inc. CULTURE AMP INC DATABRICKS, INC. DOMO INC FASTLY INC FRAME IO INC General Audit Tool LTD GRASS VALLEY USA LLC CINE DESIGN GROUP, LLC IMAGINE COMMUNICATIONS CORP Include Security LLC JAMF Software, LLC JPMORGAN CHASE NA LongTail ad Solutions DBA JW Player LAWO INC LINKEDIN CORPORTATION Microsoft Corporation ACNielsen Corporation (NetRatings) New Relic, Inc OCTOPUS NEWSROOM AMERICAS, INC </p>

Categories	Entities
	<p> OKTA, INC ORACLE AMERICA INC ORACLE CORPORATION UK LTD PHISHME INC dba COFENSE INC Presidio Networked Solutions Group, LLC QUALYS INC QUANTCAST CORPORATION SALESFORCE.COM INC SCALYR INC SEGMENT.IO, INC. SKAE POWER SOLUTIONS LLC SLACK TECHNOLOGIES, INC SNOWFLAKE COMPUTING INC SOLIUM PLAN MANAGERS LLC SquareWorks, LLC TEAMVIEWER GMBH Trint Limited TUBULAR LABS INC Wolftech Broadcast Solutions WORKDAY INC Company Barclaycard Corporate Captionhub Commercial Creative Systems Ltd BPM Broadcast & Professional Media GmbH Horn&Görwitz GmbH Mountain Technology Group LLC BOX, INC. REDPILL LINPRO AS Floris Oostendorp MetaCDN Pty Ltd BIAGRT-ECOSYSTEMS LLC IMACCHINISTI SRL CM-CIC LEASING SOLUTIONS (DD) DOCUMENT STORE OUEST IZOTOPE INC FRESHWORKS INC Pilot Fiber, INC BrowserStack Inc CDW UK Shift Media Holdings, Inc Zoom Video Communications, Inc. Strongpoint LLC Novacoast Inc. Signiant, Inc.(US) GitHub, Inc. Computer Design and Integration LLC CentricsIT, LLC Agosto Inc Bitly Inc </p>

Categories	Entities
	<p> Pantheon Systems, Inc. APPLE SOUTH ASIA PTE LTD Diffbot Technologies Corp Maxon Computer Inc BeyondTrust Corporation User Zoom Inc CDW Netherlands IT Solutions BV ABMCARE Computer Services LLC Envoy Inc eSENTIAL Accessibility inc. SHI Corporation UK Limited ProsperOps Inc Las Pampas Holdings LLC Progress Software Corporation Belinda Murray Reliance Standard Life Company AMERICAN EXPRESS REX INDUSTRIES SRLS ALLIED UNIVERSAL SECURITY SERVICES PPMNEXT FILM GmbH Warm And Fuzzy LLC The Garage A-FARNUM LLC Park Communications Limited Round Hill Music Royalty Fund II LP Concord Music Group Inc. SAS L'Antenne Coworking Abel Cine Group LLC PrettyBird LLC KK Sana Mirmade, Inc. Mathematic CEJ Ejendomsadministration A/S CARTEL LLC HV Pigl 24i Unit Media Lowe & Helzer Grapeshot Limited XWP.co Pty Ltd. KIHM Limited VibeLab B.V. Exile Edit Walker Music (We are Walker) Raven Public Relations LLC UNIT9 Films Inc. Gray Streak Production Inc Territory Studio Limited </p>

Categories	Entities
Significant Distributors	Roku FAST Channel Facebook, Inc. Snap Inc. f/k/a Snapchat, Inc. A&E (History Channel) e.tv (Pty) Ltd. Samsung Electronics America, Inc. Hulu, LLC Viaplay (Nent) SBS_VICELAND Content Partnership Australian Broadcasting Corporation Multicanal Iberia, S.L.U. Channel Four Television Corporation DBS Satellite Services (1998) Ltd, trading as yes Discovery Networks Asia-Pacific Pte Ltd LG Electronics Inc. Plex GmbH Tubi, Inc. M6 Distribution Digital Beyn Danismanlik A.S. Globo Comunicacao e Participacoes S/A HJ Holdings, Inc. Athletes on Demand LLC The Criterion Collection Discovery.com LLC Documentary+, LLC Pluto Inc. Special Broadcasting Service Corporation RTL Netherlands The Norwegian Broadcasting Corporation (NRK) Sveriges Television AB TV 2 Danmark DR Denmark NENT-Viaplay Scandinavia Sky Network Television Limited Air Media, Inc. Madman Entertainment Pty Ltd Samuel Goldwyn Films, LLC Utopia Select LLC Kino Lorber, Inc. A24 Distribution, LLC IAC Films Gunpowder & Sky Distribution, LLC Showtime Networks Inc. Alomq Altasmimi Advertising Company – TTP Joinery Inc Future plc
Taxing Authorities	London Borough of Hackney Employee Development Department – State of California The City of New York (Department of Finance Collection

Categories	Entities
	Branch) NYC Dept. of Taxation & Finance State of Washington Department of Revenue New York State Tax & Finance State Income Tax NYC Dept. of Finance CA Dept. of Tax & Finance CT State Tax Washington State Tax NY State Tax & Finance CA Dept. of Tax & Finance LA City Tax IL Dept of Finance HMRC Agence du Revenu du Canada HM Revenue & Customs Texas Dept. of Revenue District of Columbia Office of Tax and Revenue Federal Communications Commission Ministerie van Financiën New York Tax Commission Office of Communications Alabama Department of Revenue Alaska Department of Revenue Arizona Department of Revenue Arkansas Department of Finance and Administration California State Board of Equalization Colorado Department of Revenue Connecticut Department of Revenue Services Delaware Division of Revenue Florida General Department of Revenue Georgia Department of Revenue Hawaii State Department of Taxation Idaho State Tax Commission Illinois Department of Revenue Indiana Department of Revenue Iowa Department of Revenue Kansas Department of Revenue Kentucky Department of Revenue Louisiana Department of Revenue Maine Revenue Services Maryland Revenue Administration Division Massachusetts Department of Revenue Michigan Department of Treasury Minnesota Department of Revenue Mississippi Department of Revenue Missouri Department of Revenue Montana Department of Revenue

Categories	Entities
	Nebraska Department of Revenue Nevada Department of Taxation New Hampshire Department of Revenue Administration New Jersey Division of Taxation New Mexico Tax and Revenue Department North Carolina Department of Revenue North Dakota Office of State Tax Ohio Department of Taxation Oklahoma Tax Commission Oregon Department of Revenue Pennsylvania Department of Revenue Pennsylvania Department of Revenue Rhode Island Division of Taxation South Carolina Department of Revenue South Dakota Department of Revenue Tennessee Department of Revenue Texas Comptroller of Public Accounts Utah State Tax Commission Vermont Department of Taxes Virginia Department of Taxation Washington Department of Revenue West Virginia Department of Revenue Wisconsin Department of Revenue Wyoming Department of Revenue Treasurer and Tax Collector for the County of Los Angeles Washington Real Property Tax Washington State Tax
Region 2 US Trustee and Personnel	William Harrington Zeynep Akan Linda A. Riffkin Victor Abriano Susan Arbeit Mark Bruh Shara Cornell Benjamin J. Higgins Nadkarni Joseph Brian S. Masumoto Ercilia A. Mendoza Mary V. Moroney Richard C. Morrissey Alaba Ogunleye Ilusion Rodriguez Andrea B. Schwartz Paul K. Schwartzberg Shannon Scott Sylvester Sharp

Categories	Entities
	Tara Tiantian Andy Velez-Rivera Daniel Rudewicz Madeleine Vescovacci Valentina Vlasova Annie Wells Greg M. Zipes Amanda D. Cassara
Southern District of New York Bankruptcy Judges	Chief Judge Martin Glenn Judge Lisa G. Beckerman Judge Philip Bentley Judge James L. Garrity, Jr. Judge David S. Jones Judge Sean H. Lane Judge John P. Mastando III Judge Cecelia G. Morris Judge Michael E. Wiles

Exhibit C

Harris Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

VICE GROUP HOLDING INC., et al.,

Debtors.¹

Chapter 11

Case No. 23-10738 (JPM)

Jointly Administered

**DECLARATION OF MARIA KRASNIKOW HARRIS
IN SUPPORT OF DEBTORS' APPLICATION FOR ENTRY OF
AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION
OF TOGUT, SEGAL & SEGAL LLP AS COUNSEL TO THE DEBTORS
AND DEBTORS IN POSSESSION, NUNC PRO TUNC TO THE PETITION DATE**

I, Maria Krasnikow Harris, under penalty of perjury, declare as follows:

1. I am the Chief Legal Officer of Vice Media LLC ("Vice"), one of the debtors and debtors in possession (the "Debtors") in the above-captioned chapter cases (the "Chapter 11 Cases"). I joined Vice as Chief Legal Officer in 2022 and continue to serve Vice in that capacity. Prior to joining Vice, I served as General Counsel, Secretary, and Interim Chief People Officer of SoulCycle Inc., and most recently, I served as Chief Legal Officer of Packable Holdings.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's tax identification number, are: Vice Group Holding Inc. (4250); Vice Impact Inc. (9603); Vice Media LLC (5144); Villain LLC (3050); Boy Who Cried Author LLC (6199); Carrot Operations LLC (1596); Carrot Creative LLC (8652); Channel 271 Productions LLC (1637); Clifford Benski, Inc. (9387); Dana Made LLC (1065); Inverness Collective LLC (6542); JT Leroy Holding LLC (7555); PLDM Films LLC (5217); Project Change LLC (2758); R29 Pride, LLC (7011); R29 Productions, LLC (6344); Refinery 29 Inc. (7749); Valvi LLC (6110); Vice Content Development, LLC (5165); Vice Distribution LLC (5515); Vice Europe Holding Limited (N/A); Vice Europe Pulse Holding Limited (N/A); Vice Food LLC (1693); Vice Holding Inc. (2658); Vice International Holding, Inc. (5669); Vice Music Publishing LLC (3022); Vice Payroll LLC (6626); Vice Productions LLC (5399); Vice Project Services LLC (6473); Virtue Worldwide, LLC (7212); Visur LLC (9336); and VTV Productions LLC (6854). The location of the Debtors' service address for purposes of these chapter 11 cases is: 49 South 2nd Street, Brooklyn, NY 11249.

2. I submit this declaration (this "Declaration") in support of the Debtors' application (the "Application")² to retain the Togut Firm as lead restructuring counsel for the Debtors pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1 filed concurrently herewith. Except as otherwise noted, all facts in this Declaration are based on my personal knowledge of the matters set forth herein, information gathered from my review of relevant documents, and information supplied to me by other members of the Debtors' management, the Debtors' directors and the Debtors' advisors.

3. Based on the Togut Firm's qualifications as set forth in the Application and the Togut Declaration, the Debtors have selected the Togut Firm to serve as the Debtors' lead restructuring counsel in these Chapter 11 Cases.

4. This Declaration is provided pursuant to Part D.2. of the Appendix B Guidelines, which were adopted by the Executive Office for the United States under 28 U.S.C. § 586(a)(3). I am informed by counsel that the Appendix B Guidelines request that any application for employment of an attorney under section 327 of the Bankruptcy Code be accompanied by a verified statement from the client that addresses the following:

- a. The identity and position of the person making the verification. The person ordinarily should be the general counsel of the debtor or another officer responsible for supervising outside counsel and monitoring and controlling legal costs.
- b. The steps taken by the client to ensure that the applicant's billing rates and material terms for the engagement are comparable to the applicant's billing rates and terms for other non-bankruptcy engagements and to the billing rates and terms of other comparably skilled professionals.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

- c. The number of firms the client interviewed.
- d. If the billing rates are not comparable to the applicant's billing rates for other nonbankruptcy engagements and to the billing rates of other comparably skilled professionals, the circumstances warranting the retention of that firm.
- e. The procedures the client has established to supervise the applicant's fees and expenses and to manage costs. If the procedures for the budgeting, review and approval of fees and expenses differ from those the client regularly employs in nonbankruptcy cases to supervise outside counsel, explain how and why. In addition, describe any efforts to negotiate rates, including rates for routine matters, or in the alternative to delegate such matters to less expensive counsel.

IDENTITY OF THE DECLARANT

5. As part of my duties as Chief Legal Officer, among other things, I am responsible for supervising outside counsel and monitoring and controlling legal costs. In that capacity, I was directly involved in the Debtors' decision to retain Togut Firm to serve as the Debtors' counsel in these Chapter 11 Cases. The Togut Firm and the Debtors will be supported by S&S as special counsel.

STEPS TAKEN TO ENSURE COMPARABILITY OF ENGAGEMENT TERMS

6. I have confirmed with the Togut Firm that while the Togut Firm's billing rates vary from attorney to attorney based on such factors as the individual attorney's rank (*e.g.*, partner, associate), years of experience, and the demand for services in the attorney's particular area of expertise, their billing rates do not vary as a function of whether the services performed related to a bankruptcy engagement or a non-bankruptcy engagement.

7. In addition, I have been informed by the Togut Firm that its hourly rates are set annually by reference to various annual market surveys and other sources of market information. I have been further informed by the Togut Firm that based on these and other sources, including reviews of contemporaneous time records and fee

applications filed in other bankruptcy cases, the Togut Firm endeavors to set the hourly rates for its attorneys and paraprofessionals at levels below those of its principal competitor firms.

CIRUMSTANCES WARRANTING RETENTION OF THE TOGUT FIRM

8. I am informed by the Togut Firm that their attorneys' billing rates are set each year by reference to various sources to ensure that their rates are lower than the billing rates of other comparably skilled professionals at law firms. I believe that the Togut Firm's retention as lead counsel by the Debtors is warranted in these Chapter 11 Cases for the reasons set forth above.

**PROCEDURES ESTABLISHED TO
SUPERVISE FEES AND EXPENSES AND MANAGE COSTS**

9. I understand that the Togut Firm's fees and expenses will be subject to periodic review on a monthly, interim, and final basis during the course of these Chapter 11 Cases by the U.S. Trustee and parties in interest as well as by the Debtors.

10. Additionally, as the Chief Legal Officer, I and those within the Debtor's legal and finance teams, will monitor legal fees and expenses incurred by the Debtors in order to ensure the reasonableness of such fees and expenses. Any issues are typically then addressed informally between the Debtors and the applicable law firm. During these Chapter 11 Cases, I and those within the Debtors' legal and finance departments will monitor the Togut Firm's invoices to ensure that the fees and expenses requested are reasonable in nature and correspond to necessary or beneficial services rendered on behalf of the Debtors and their estates.

11. Nothing contained in the foregoing is intended to limit the Togut Firm's ability to request allowance and payment of fees and expenses pursuant to 11 U.S. C. §§ 330 and 331, nor to restrict the Togut Firm's right to contest any objection raised to the

allowance or payment of such fees, nor to restrict the Debtors' right to prosecute any such fee objection to the extent it is not resolved informally by the parties or raised by another party in interest (*e.g.*, the U.S. Trustee).

12. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States that the foregoing statements are true and correct.

Dated: May 30, 2023

Respectfully submitted,

/s/ Maria Krasnikow Harris

Maria Krasnikow Harris

Chief Legal Officer

Vice Media LLC